

To use the Groasis Investor Platform, you have to accept our General Terms and Conditions. You can review the terms in this document. If you agree to the terms and conditions as stated below, please click the 'Accept' button.

General Terms and Conditions for the use of the Groasis Investor Platform
Version: November 2019

**Please note:*

*These General Terms and Conditions are translated to English for your perusal. Should any discontinuance exist between the Dutch and the English interpretation of these General Terms and Conditions, the Dutch interpretation shall prevail.**

Article 1 – Definitions

- 1.1 Offeror
Stichting Administratiekantoor (STAK) Friends of Groasis One
- 1.2 Offer
The offer made by the Offeror to a User of the Groasis Investor Platform to purchase GDS
- 1.3 Shareholder
The holder of one or more types of shares in the capital of Groasis B.V.
- 1.4 Account
A username and a password giving the User access to the Groasis Investor Platform
- 1.5 Trust Conditions
The applicable Trust Conditions of the STAK Friends of Groasis One, setting out the exact rights and obligations of Depositary Receipt Holders (also set out in the Articles of formation and in the Purchase Agreement), to be consulted on the Groasis Investor Platform and at all time to be requested in PDF format by the Users
- 1.6 General Terms and Conditions
These general terms and conditions for the use of the Groasis Investor Platform
- 1.7 B- share
A share in the capital of Groasis B.V. to which a dividend right but no voting right is attached
- 1.8 Depositary Receipt
A depositary receipt for a B-share, which B-share forms part of the shareholders' capital of Groasis B.V. This depositary receipt is issued by STAK Friends of Groasis One, which STAK has been formed to acquire, administer, manage and certify these B- shares in the capital of Groasis B.V., and to then allocate these depositary receipts to Depositary Receipt Holders. This relationship between STAK and Groasis B.V. is recorded in the applicable Articles and in the Trust Conditions van STAK Friends of Groasis One.
- 1.9 Depositary Receipt Holder
A (legal) person owning depositary receipts for shares in the capital of STAK Friends of Groasis One
- 1.10 Data
All data and content, of whatever nature, supplied to or acquired by the User via the Groasis Investor Platform
- 1.11 GDS
Groasis Digital Securities, abbreviated into GDS: the digitalised depositary receipts for shares in STAK Friends of Groasis One, which can be issued to Users through the Groasis Investor Platform

- 1.12 User
The (legal) person who uses the Groasis Investor Platform and has an account, including the Depositary Receipt Holder
- 1.13 Groasis B.V.
A private limited company and also parent company of STAK Friends of Groasis One, which company functions as authority issuing the underlying shares. This relationship between the Offeror and the authority issuing the underlying shares is recorded in the applicable Articles of the Offeror and the issuing authority, and also in the applicable Trust Conditions. With their GDS, the Depositary Receipt Holders indirectly hold a title of beneficial ownership on Groasis B.V.
- 1.14 Groasis Investor Platform
The website with the offer (User Portal) facilitating all acts relating to the GDS
- 1.15 Information Document
The format from the “Autoriteit Financiële Markten (AFM)” (Netherlands Authority for the Financial Markets) relating to the offer of the securities (here: GDS)
- 1.16 Investors’ Information
The information drawn up by the Offeror and Groasis B.V. in order to provide the Users with more information on the offer, at least including the Information Document, the Purchase Agreement, the applicable Articles and Trust Conditions and these General Terms and Conditions.
- 1.17 Investment
The investment made by the User by purchasing GDS via the Groasis Investor Platform by which he becomes a Depositary Receipt Holder
- 1.18 Purchase Agreement
The Agreement to Purchase and Transfer the Depositary Receipts for Shares received by the Depositary Receipt Holder via the Groasis Investor Platform and agreed by the Depositary Receipt Holder by clicking the ‘Agree` button
- 1.19 Register
The Register in which the Depositary Receipt Holder and specific data relating to him/her will be entered
- 1.20 STAK Friends of Groasis One
Stichting Administratiekantoor (STAK) Friends of Groasis One, the foundation offering the GDS and issuing the GDS via the Groasis Investor Platform to (potential) Depositary Receipt Holders
- 1.21 Articles
The applicable articles of formation of the STAK Friends of Groasis One, recording the exact rights and obligations of Depositary Receipt Holders (as also recorded in the Trust Conditions and the Purchase Agreement), to be consulted on the Groasis Investor Platform and which can be requested in PDF form by the User at all times

Article 2 – Applicability General Terms and Conditions and repair clause

- 2.1 The General Terms and Conditions apply to all agreements and/or other relations between STAK Friends of Groasis One and/or Groasis B.V. and each (natural or legal person) User of the Groasis Investor Platform. The General Terms and Conditions also apply to any use of the Groasis Investor Platform. By creating an Account, the User accepts these General Terms and Conditions. The General Terms and Conditions can also be found online on the website <http://groasis.investments>;
- 2.2 If any provision in these General Terms and Conditions should, on whatever ground, be wholly or partially void, invalid and/or unenforceable, then this provision will not be taken into account. This will not affect the validity or the expected validity of the other provisions in these General Terms and Conditions;

- 2.3 If any provision in these General Terms and Conditions cannot be invoked, the remainder of the General Terms and Conditions will continue to apply in full, subject to the proviso that the provision that cannot be invoked should be deemed adjusted as such that it can indeed be invoked, while keeping the intention of the provision unaffected insofar as possible.

Article 3 – Use of the Groasis Investor Platform and obligations of the User

- 3.1 Before using the Groasis Investor Platform, the User must observe the applicable Dutch and other applicable laws and regulations;
- 3.2 Before the User can make an investment, the User must fully and faithfully follow the KYC (Know Your Customer) and AML (Anti Money Laundering) procedures and is not permitted to use a false identity;
- 3.3 If the User wishes to become a Depositary Receipt Holder of the GDS, he must at least have reached the age of 18;
- 3.4 User should not be legally incompetent;
- 3.5 User undertakes to use the Groasis Investor Platform with due care.
- 3.6 User is not allowed to use the Groasis Investor Platform in any manner for the distribution of viruses, malware, spyware, (unwanted) advertising, wrong and/or misleading information or unlawful Data, information and/or other details;
- 3.7 The User is not permitted to use data, processes, software, codes or other scripts which are likely to harm the Groasis Investor Platform or others or which could create a burden for the Groasis Investor Platform. The User is not permitted to perform acts which could create an unreasonable or excessive burden for the Groasis Investor Platform. Nor is the User permitted to perform acts which have a disturbing effect on the Groasis Investor Platform or which are intended to circumvent or break through security, which also includes, but is not limited to, hacking or (mis)using the Groasis Investor Platform in another manner for purposes for which the Groasis Investor Platform is not intended;
- 3.8 User is not permitted to create an Account with the name of someone else or to pretend to be someone else in any other manner. User accepts that the details used in the Account are used for the Register of STAK Friends of Groasis One. Nor is User entitled to use incorrect or incomplete data for the Account. If there is a change in the details of the User, which are relevant for the Groasis Investor Platform, which date are not limited to all the information used for the Register, such as for instance e-mail, Ethereum and/or post address, account number, name etc, then User has to enter such a change immediately on the Groasis Investor Platform or report this in due time to STAK Friends of Groasis One and/or Groasis B.V.;
- 3.9 The Account is strictly personal. If the User knows or suspects that his or her Account details are known to a third party, the User must immediately take suitable measures and immediately inform STAK Friends of Groasis One and/or Groasis B.V. of the suspected unauthorised use of the Account. The User is responsible for all use of the Groasis Investor Platform carried out with his/her User name and password. If the account of the User is used improperly, the User will be liable towards the Offeror and other Users of the Groasis Investor Platform in the event of any damage;
- 3.10 STAK Friends of Groasis One and/or Groasis B.V. is/are entitled to make procedural and or technical changes to the Groasis Investor Platform without prior notification;
- 3.11 User agrees that correspondence with STAK Friends of Groasis One and/or Groasis B.V. will exclusively take place by electronic means. The e-mail address entered by User on the Groasis Investor Platform will be used for the electronic communication. If STAK Friends of Groasis One and/or Groasis B.V. has/have sent any message to the e-mail address indicated by the User, then this message is considered to have been received by the User.

Article 4 – The own environment of the User on the Platform

- 4.1 The User will be granted access to the "User Portal" on the Groasis Investor Platform. The Groasis Investor Platform should exclusively be used by Users. This environment is strictly personal and not visible or accessible for thirds. The User can only purchase GDS via the Groasis Investor Platform and the User Portal. All acts relating to the GDS are carried out through the Groasis Investor Platform. In this setting, Investment Information, overall Investment summaries, the number of depositary receipts, dividends, (company) documents and other important information on the Offer will be visible;

- 4.2 Personal details of the User will not be disclosed to third parties via the Groasis Investor Platform, unless this is necessary for the execution of the Purchase Agreement, the execution of an offer or agreement for (future) sale of or trade in the GDS, required by law or a court decision or if such is agreed by the User;
- 4.3 If during a period of 365 days there has been no log in to the Account of a User, not being a Depositary Receipt Holder, then STAK Friends of Groasis One and/or Groasis B.V. retains the right to delete the Account which will dissolve the agreement to use the Account. Deletion will not be effected until the User has been informed of the intention to delete the Account.

Article 5 – Issue of GDS to User(s)

- 5.1 User can, however only after having identified him/herself fully, correctly and truthfully via the Groasis Investor Platform and after creation of a correct Account, purchase GDS via the Groasis Investor Platform;
- 5.2 User undertakes to thoroughly examine all Investors' Information and any other information concerning the purchase of the GDS, so that the User has created a well-informed opinion on the purchase of the GDS before the User proceeds to the actual purchase of the GDS via the Groasis Investor Platform;
- 5.3 User is aware of the risks involved with investments and/or investments in depositary receipts for shares and accepts these (financial) risks before he/she proceeds to the actual purchase of GDS via the Groasis Investor Platform. If necessary, the User will seek advice of a third party on the purchase of the GDS before proceeding to the purchase;
- 5.4 STAK Friends of Groasis One and/or Groasis B.V. retains the right to award on the basis of reasons as recorded in the Purchase Agreement, the applicable Articles and/or Trust Conditions;
- 5.5 After receipt of the Purchase Price as recorded in the Purchase agreement, the Offeror will furnish the User with the number of GDS in accordance with the Purchase Price (exclusive of any transaction costs) by credit to the Ethereum address on the Groasis Investor Platform indicated by the User. The GDS embodies the legal features of the purchased depositary receipts;
- 5.6 The funds collected by STAK Friends of Groasis One, exclusive of any transaction costs involved, will be used to pay the claim held by Groasis B.V. with respect to the STAK Friends of Groasis One. In this way, with the purchased GDS the User has an indirect participation in Groasis B.V., and as from the moment of purchase, the User shares equally in the dividend rights accruing to the GDS;
- 5.7 STAK Friends of Groasis One and/or Groasis B.V. retains/retain the right, if the previously described 'soft cap' of € 250,000.00 is not achieved, to decide that the GDS will not be issued. The User who has already paid the Purchase Price for those shares to the Offeror, will be refunded, while any transaction costs will be deducted;
- 5.8 STAK Friends of Groasis One and/or Groasis B.V. retains/retain the right to temporarily suspend or terminate the issue of the GDS in accordance with the provisions in the Purchase Agreement(s), the applicable Articles and/or Trust Conditions, in situations as described in the Purchase Agreement(s), the applicable Articles and/or Trust Conditions;
- 5.9 STAK Friends of Groasis One nor Groasis B.V. give the User any (financial) advice in any manner on the purchase of the GDS.

Article 6 – Rejection of liability STAK Friends of Groasis One and/or Groasis B.V.

- 6.1 STAK Friends of Groasis One nor Groasis B.V. is liable for the conclusion of a Purchase Agreement of the lacking thereof. STAK Friends of Groasis One nor Groasis B.V. is liable for any damage or loss suffered by the User, irrespective of the grounds on which this liability is based. STAK Friends of Groasis One and/or Groasis B.V. is/are only liable for direct loss following from an attributable shortcoming with respect to any obligation based on the Purchase Agreement (including these General Terms and Conditions) in the event of demonstrable intent or gross neglect committed by STAK Friends of Groasis One and/or Groasis B.V.;
- 6.2 STAK Friends of Groasis One and Groasis B.V. assume a correct provision of information by all parties involved, including the User, and are not responsible for incorrect or incomplete provision of information. The User himself is at all times responsible for correctness of the information and

documents supplied by him/her, including any changes thereof. STAK Friends of Groasis One and/or Groasis B.V. will report any embezzlements or fraud to the judicial authorities.

Article 7 – No guarantees

- 7.1 STAK Friends of Groasis One and/or Groasis B.V. does not/do not, in whatever manner, offer any guarantees, nor with respect to the Groasis Investor Platform and/or the Investment and/or the Investors' Information and/or any successes of the Offer or of the business operations. The User accepts all responsibilities and risks relating to his/her use of the Groasis Investor Platform, the (purchase of) GDS and the use of the Groasis Investor Platform and/or the GDS.

Article 8 – Intellectual property

- 8.1 All logo's, documents and/or expressions shared with a User via the Groasis Investor Platform or in another manner, are property of STAK Friends of Groasis One and/or Groasis B.V. and are not to be used by third parties, unless they have been granted prior written permission by STAK Friends of Groasis One and/or Groasis B.V.

Article 9 – Privacy policy/General Data Protection Regulations

- 9.1 STAK Friends of Groasis One and Groasis B.V. apply a privacy policy. For more information you are referred to the Privacy Regulations on the Groasis Investor Platform and/or on the website of Groasis B.V.;
- 9.2 STAK Friends of Groasis One and/or Groasis B.V. will only request data from the User which are necessary for the execution of the Purchase Agreement and the other obligations following for parties, including the entry into the Register. The "Algemene Verordening Persoonsgegevens (AVG)" applies to the processing of personal data. STAK Friends of Groasis One and/or Groasis B.V. will act in compliance with the regulations of this AVG. More information on the processing of personal data, and on the protection thereof, can also be found in the Privacy Regulations.

Article 10 – Choice of Law and Form

- 10.1 Choice of Law:
The legal relationship between parties (the User, STAK Friends of Groasis One, Groasis B.V. and/or other parties involved) will exclusively be governed by Dutch law;
- 10.2 Choice of Forum:
Disputes will exclusively be adjudicated by the competent Court in Breda.

Article 11 – Changes to General Terms and Conditions

- 11.1 STAK Friends of Groasis One is entitled to change the General Terms and Conditions. Users will be informed in advance of any change by notification on the Groasis Investor Platform. The changed General Terms and Conditions will be placed on the Groasis Investor Platform.

If you have any questions, comments or remarks regarding these General Terms and Conditions, please contact:

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